branch, in the course of business, stamped the note as "paid," cancelled the signatures, and sent the S. branch a draft therefor in favour of the plaintiffs. The same day, the Y. branch, in its books, credited the drawers of the note with the amount thereof, but no notice of the credit was sent the drawers or holders. Two days later, the drawers becoming irresponsible, the M. branch wrote the S. branch to cancel the draft, and returned the note dishonoured, with the endorsement, "cancelled in error." There was no evidence as to the state of the drawers' account at the Y. branch. *Held*, that the effect of marking the note "paid," and cancelling the signatures, was rendered null by writing on it "cancelled in error," before returning it to the holders; and that the entries in the accounts between the branches of the bank as to payment of the note not having been communicated to the holders of the note, were not effectual to charge the bank with receipt of the money.—*Prince* v. *Oriental Bank Corporation*, 3 App. Cas. 325.

5. An acceptor of a foreign bill of exchange, subsequently dishonoured, is liable by way of a charge for re-exchange for all the necessary expense incurred by the drawer in consequence of its having been dishonoured by the acceptor. —*In re General South American Co.*, 7 Ch. D. 637.

BONDS.—See MORTGAGE.

BOVILL'S ACT.—See PARTNERSHIP.

BROKER.—See FACTOR.

CARRIER.—See COMMON CARRIER.

CAVEAT EMPTOR.—See SALE.

CHILDREN.—See DEVISE, 2; WILL, 4.

CHOSE IN ACTION.—See ASSIGNMENT.

CLASS.—See DEVISE, 2; PERPETUITY; WILL, 2.

CLIENT.—See ATTORNEY AND CLIENT.

COMITY.—See MORTGAGE.

COMMON CARRIER.

Plaintiff signed a contract with the defendant company, by which the latter was to carry some cheeses for plaintiff at "owner's risk;" that is, the company was to be responsible only for injury resulting from the "wilful misconduct" of its servants. In consideration of this limitation of liability, a lower rate was charged. The contract further stated that the company would carry goods at a higher rate, assuming all the usual liabilities of common carriers. The plaintiff had knowledge of all the foregoing facts. The Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), § 7, permits railway companies to make such special contracts for carriage of goods as shall be adjudged "just and reasonable" by the court. The cheeses were so negligently packed by the company's servants that they were damaged; but the packers did not know that damage would result. *Held*, that the plaintiff could not recover. *Lewis* v. *The Great Western Railway Co.*, 3 Q. B. D. 195.

See RAILWAY.

COMPOSITION.

A purchaser from a debtor, who, at the time of the purchase had filed a petition in bankruptcy, and whose creditors had accepted a composition, *held* not bound to inquire whether the instalments provided for in the composition had all been paid, as the debtor has complete control of his property from the time of the composition until the creditors again take action under sect. 26 of the Bankrupt Act, and have him adjudged bankrupt. *In re Kearley & Clayton's Contract*, 7 Ch. D. 615.

CONDITION.—See COMMON CARRIER; DEVISE, 4; POWER; SPECIFIC PERFORMANCE, 1.

CONSIDERATION.—See GUARANTY.

CONSTRUCTION.

1. Oct. 21, at 12.40 p.m., the excise officer discovered a dog belonging to the respondent, and without a license. At 1.10 p.m., the same day, the owner took out a license, which ran "from the date hereof," &c. The dog law (30 Vict. c. 5) provides that "every license shall commence on the day" on which it is granted. *Held*, that the respondent had violated the act.—*Campbell* v. *Strangeways*, 3 C. P. D. 105.

2. The word "paintings," used in a statute in the phrase "paintings, engravings, pictures," *held*, not to include coloured working models, and designs for carpets and rugs, though painted by hand and by skilled persons, and each worth as much as £30 as models, but valueless as works of art.—*Woodward* v. *The London & North Western Railway Co.*, 3 Ex. D. 121.

See COVENANT, 1, 5; DEVISE, 2, 3, 4; GUARANTY; MORTMAIN; WILL, 4, 5.

CONTINGENT REMAINDER.—See DEVISE, 1.

CONTRACT.

Plaintiff sued to recover £5 and a week's wages. Defendants set up a contract under which the plaintiff agreed to be conductor on defendant's tramway, and to deposit £5 as security for the performance of his duties; and, in case of his discharge for breach of the rules of the company, the £5 and his wages for the current week were to be retained as liquidated damages. The manager of the company was to be "sole judge between the company and the conductor" as to whether the same should be retained, and his certificate was to be binding and conclusive evidence in the courts as to the amount to be retained, and "should bar the conductor of all right to recover." Plaintiff was discharged for violating a rule of the company. *Held*, that the agreement was good, and the certificate of the manager that the forfeiture had been incurred was conclusive.—*The London Tramway Co., Limited*, v. *Bailey*, 3 Q. B. D. 217.

See COMPANY, 3; INFANT; SPECIFIC PERFORMANCE, 1, 2.

CONTRIBUTORY.—See COMPANY, 2, 4.

CONVEYANCE.—See VENDOR AND PURCHASER.

COPYHOLD.—See DEVISE, 3.

COPYRIGHT.

O., a Frenchman, composed an opera, and had it performed for the first time, March 10, 1869, in Paris. An arrangement of the score for the piano, and also one for the piano with voices, were made by S., a Frenchman, with O.'s consent, and published in Paris, March 28, 1869. In June, 1869, O. assigned the opera and copyright, with the right of publicly playing and performing the music in England, to the plaintiff, and delivered to him the score. June 9, 1869, a copy of the piano arrangement was given to the registration officers, and the opera was registered under the Copyright Act (5 & 6 Vict. c. 45) and the International Copyright Act (7 Vict. c. 12), as follows. Title of the opera; name of the au